



**CHESTERFIELD COUNTY  
PURCHASING DEPARTMENT  
CHESTERFIELD, VIRGINIA  
Request for Proposals**



**RFP Number:** ..... 16-1522

**Title:**.....Nursing Services, Correctional for Chesterfield County Jail

**Issue Date:** .....August 23, 2016

**Proposals Due No Later Than:** .....September 22, 2016, 5:00 P.M.

**Location for Receipt of Proposals:** ..... Chesterfield County Purchasing Department  
9901 Lori Road  
Lane B. Ramsey Building, 3<sup>rd</sup> Floor, Room 303  
Chesterfield, VA 23832

**Inquiries:** Questions which may arise as a result of this solicitation may be addressed to Laura L. Houser, Senior Contract Officer, at (804) 748-1462, or by email to [purchasing@chesterfield.gov](mailto:purchasing@chesterfield.gov). Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by an offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

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My signature below certifies that:

- I agree to abide by all conditions of this Request for Proposal (RFP) and that I am authorized to sign this proposal;
  - the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498.1, et. seq. of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;
  - that the accompanying proposal is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100, et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and
  - that the accompanying proposal is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367, et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.
- 

**Complete Legal Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Remit To Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_ **Phone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_

**Proposal Dated:** \_\_\_\_\_

Please refer to Clause F of the General Terms and Conditions:

**Minority-Owned Business:**    ☐Yes   ☐No

**Chesterfield Business:**        ☐Yes   ☐No

**Women-Owned Business:**    ☐Yes   ☐No

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## **I. PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit qualified and interested firms to submit proposals to provide nursing and medical assistant services to male and female adult inmates at the Chesterfield County Jail (County).

## **II. BACKGROUND**

- A. The mission of the Chesterfield County Sheriff's Office Medical Program is to prevent illness, promote health and provide care to the sentenced (inmate/patient) population through a competent, efficient and effective system that improves the health of inmates/patients and assists in the transitional planning and the classification and management of these individuals consistent with the interests of public safety.
- B. The Chesterfield County Jail (CCJ) operates under the state constitutional authority of the elected sheriff of Chesterfield County. CCJ administration and operations are governed by local and state regulations and statutes as well as the Virginia Board of Corrections.
- C. The CCJ utilizes innovative technologies to provide security measures for the community. The Deputies provide for the safe and secure detention of inmates. The medical department administers and delivers a health care system that provides access to necessary medical, dental and nursing services to pre-trial detainees and sentenced inmates. Primary and specialty health services as well as dental services are provided with generally accepted standards of care in the most cost effective and efficient manner possible. Services are provided according to standards specified by the State and Federal health information rules and regulations of and the Virginia Board of Corrections.
- D. The CCJ houses an average daily inmate count of approximately 320. The average length of stay is 14 days and the average daily intake is approximately 25 to 30 detainees. In the last fiscal year, the medical department had approximately 19,000 patient encounters. The encounters ranged from general intake to illness and injury requests and chronic disease follow up. The CCJ houses mainly males and transfers any female detainees to the Riverside Regional Jail after a short period of time (1 to 2 days).
- E. Medical care is currently provided by a Medical Doctor (MD), a Registered Nurse (RN), eight (8) Licensed Practical Nurses (LPNs), and one (1) Medical Assistant (MA). The medical clinic has three exam rooms, one mental health interview room, two medical isolation rooms, and one nurse's station. There is an additional exam room in the jail booking/intake area.
  1. Medical services are provided at two (2) separate areas within the Jail complex – Medical Office in Intake and Release, Main Medical and two Holding Cell areas (one at the General District Court and one at the Juvenile Court).

2. Dental and Mental Health Services are provided in the Main Medical Unit on the 2<sup>nd</sup> Floor of the Jail.
- F. Medication passes are performed four times daily during a 24 hour period.
  - G. Currently, medical documentation is completed on paper. The CCJ maintains an estimated 8,000 charts on site in the medical unit and 4,500 charts stored offsite. The CCJ intends to procure an electronic medical records system in the near future.
  - H. Currently, medical staff is onsite 24 hours a day, six days a week, 365 days per year (Saturday through Thursday) and 16 hours on Friday. The Medical Director is on call 24 hours per day for any late night medical treatment and/or consultation.
  - I. Nursing services are currently provided on a 24 hour basis except for Friday nights. The current shifts are: 6:00 a.m. - 4:30 p.m., 11:30 a.m. - 10:30 p.m. and 10:00 p.m. to 6:30 a.m. Currently, there are a physician, an RN, four (4) full-time LPNs and one (1) full-time medical assistant employed by the medical department at the CCJ. The remainder of the positions being outsourced are being filled by temporary staffing agencies.

### **III. SCOPE OF WORK/SPECIFICATIONS**

#### **A. General**

1. The contractor should furnish all management, supervision, personnel, required to provide nursing services and medical assisting services at the specified CCJ locations as specified herein.
  - a. Nursing services should be provided 24 hours per day, 7 days per week, 365 days per year including holidays, weekends and during inclement weather.
    - i. LPN services are being outsourced as a result of this solicitation. RN services are optional and may be added at any point during the term of the contract.
  - b. Medical assisting services should be provided 8 hours per day, 5 days per week, 52 weeks per year.
2. Services should be provided in keeping with high standards for a correctional institution from the perspective of medical and health management. The approach should be from a safety and security concept. The contractor is responsible for following all applicable CCJ policies and procedures.
3. The contractor should provide a fully competent, capable and stable management team to ensure goals, objectives and requirements are fully realized.
4. The contractor should have a clearly defined organizational structure, including levels of authority from the individual nursing staff to corporate representatives. Each authority level should have availability, as appropriate, to CCJ during the term of the contract.

5. The offeror must be financially viable and fully capable to provide required services
6. Human Resources, Staffing and Personnel
  - a. It is desired that all current CCJ staff (nurses and medical assistant) who are impacted by this outsourcing effort be given an employment opportunity with the contractor, and be given employment preference if equally qualified over a non-CCJ employee for open positions, provided they pass contractor screening requirements. The offeror's proposal should include a detailed recruitment plan for employing current CCJ correctional staff. This should reference specific timeframes regarding the offeror's intention to hold job fairs, etc. after the contract is executed. CCJ will provide assistance in identifying these individuals. It is estimated that 5 positions could be impacted by this solicitation.
  - b. The contractor should be responsible for all matters pertaining to the recruitment, screening, hiring, and retention of employees. These matters should be completed fully in compliance with existing statutes and regulations pertaining to affirmative action, non-discrimination, wage and hour and any other stipulations germane to prudent personnel management. The contractor should not hire any of the following individuals for placement at the County:
    - i. Ex-Felons
    - ii. Relatives of currently incarcerated felons, without prior approval of the Sheriff
    - iii. Nurses with restrictions on out-of-State and/or Commonwealth of Virginia licenses and/or certifications
    - iv. Nurses in the National Offender Database;
    - v. History of drug diversion
    - vi. No former Commonwealth of Virginia or Chesterfield County employee and/or temporary agency nurse who was dismissed for cause.
  - c. Nurses (LPNs and RNs) and medical assistants must possess a valid driver's license and reliable transportation in the event that they are called upon to drive between treatment locations to provide services. D.
  - d. Background Checks: Contractor's employees having access to the Jail Facilities will be subjected to a criminal background check and screening coordinated through the Sheriff's Office before commencing work. The Contractor's employees shall be required to undergo background checks by the Virginia Criminal Information Network (VCIN) and National Criminal Information Center (NCIC). Department of Motor Vehicle records will also be checked. Employment history at confinement institutions (if any) will be reviewed to determine whether there are any complaints or allegations related to compliance with the Prison Rape Elimination Act (PREA) and the adjudication of such, if applicable. These background checks will be performed by the CCJ. Contractor's employees shall be required to be fingerprinted at the CCJ and provide authorization for the CCJ to perform these background checks. The background checks will be completed prior to the contractor's employees being authorized to begin work in the Jail. It will be the sole determination of the CCJ if a background check is acceptable or not. The contractor will be notified of any employee who does not pass the

background check, however, reasons for failure to pass the check, will not be disclosed to anyone other than the actual employee.

- e. Any actions by contractor staff deemed to be inappropriate may be cause for not allowing staff to provide services under this contract.
- f. Only those personnel who have been properly trained should be assigned duties under this contract. See Training Section below.
- g. Uniforms: All personnel should be provided uniforms by the contractor which have been determined to be acceptable by CCJ. The personnel should be neat and clean in appearance at all times. See Uniform Dress Code below in "Orientation of Contractor Employees."
- h. All personnel should be proficient in the English language and should be able to speak fluently, understand oral and written communications and should be able to read and write effectively.
  - i. The contractor should schedule a minimum of one bilingual (English/Spanish) employee per shift.
  - ii. Additionally, staff should be proficient in the use of a personal computer as CCJ intends to implement an electronic medical records system during the term of this contract. Staff should be proficient in the use of Microsoft Office products as well as documenting in electronic medical records.
- i. Identification Badge: Each employee of the contractor is required to possess, on their person, a valid County issued identification badge in order for the employee to have access to any County building. The contractor shall immediately notify the CCJ, as soon as the contractor has knowledge, of any felony convictions of an employee of the contractor who possesses a county issued badge. The contractor shall immediately return such employee's badge to the CCJ and shall deny such employee any further access to the Chesterfield County buildings pending further direction from Chesterfield County. The CCJ Security Coordinator will issue all identification badges.
- j. The CCJ shall, at any time, have the sole right to reject any of the contractor's employees who, in its sole judgment, pose a risk or potential risk to the security or operations of the Jail facilities. Chesterfield County reserves the right to require all of the contractor's employees having access to the Jail, to submit to photographing, fingerprinting and urinalysis testing at the expense of the CCJ.
- k. The contractor should provide a representative to act as a liaison with management for staffing and personnel matters. The representative should be available 7 days a week, 24 hours per day via cell phone.
  - i. There should be a back-up emergency contact person when the contractor's representative is not on duty.
- l. Orientation of Contractor Employees: The contractor should agree that, prior to reporting to work at the County, all contractor staff will attend CCJ orientation

classes to become familiar with the operations of the Jail and its facilities. The County and the contractor shall have joint responsibility for this training. Approval of the training curriculum will be the responsibility of the Sheriff or designee, CCJ Training Director and the Medical Director for the Jail facility. Orientation classes include, but are not limited to, the following:

- i. Security Safety Policies and Procedures;
- ii. Key Control Policies and Procedures;
- iii. Reporting for beginning/ending of shift assignments;
- iv. Uniform Dress Code, the Sheriff's Office reserves the right to determine appropriate professional attire which shall include, but not be limited to, scrubs, warm up jacket and lab coats. The Sheriff's Office shall not provide nor be financially responsible for the cost of such items;
- v. Reporting of personal illness;
- vi. Administrative and related service Policies and Procedures;
- vii. Infection Control;
- viii. Suicide Prevention and intervention;
- ix. Sexual Harassment;
- x. Inmate/Vendor Employee Boundaries;
- xi. Department facility tours;
- xii. Minimum of twenty (20) hours of on-site orientation consisting of Nurse responsibilities and expectations;
- xiii. Prison Rape Elimination Act (PREA),
- xiv. Staff Relations Policy and Inmate Handbook
- xv. Prohibited items and;
- xvi. The Health Insurance Portability and Accountability Act (HIPAA).

At the conclusion of all of the "Orientation of Contractor Employees" training classes, contractor will ensure that all contractor employees have documented their attendance and agreement to comply with all rules and regulations of the CCJ. This will be provided to the CCJ.

- m. Data Security: The contractor should take all necessary precautions to maintain security and confidentiality of information found throughout the Chesterfield County Sheriff's Office buildings and to ensure that individuals who may pose a security risk do not gain access to County buildings. Persons not previously screened for admittance shall not be admitted to the Jail without proper notification to, and approval of, the CCJ. Any unusual occurrences shall be reported immediately by the contractor's supervisors to the CCJ. It should be the contractor's responsibility to secure its data and records and lock its assigned areas and lock all doors before exiting the Jail facilities unless notified by the CCJ to do otherwise. The contractor should instruct its employees to refrain from accessing documents or materials found in the Chesterfield County Sheriff's Office buildings that are not required to perform its duties under the contract.

CCJ maintains sole custody of all medical records and its associated documents.

The contractor should agree to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the contractor in connection with its

performance under the contract. In the event of unauthorized use or disclosure of the inmates/patients information, the contractor shall immediately notify the CCJ.

All material developed or acquired by the contractor, as a result of work under the contract will become the property of the County. No material or reports prepared by the contractor shall be released to the public without the prior written consent of the CCJ.

All financial, statistical, personnel and/or technical data supplied by the CCJ to the contractor are confidential. The contractor will be required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's care or employ, will be considered a violation of this contract and may result in contract termination. In addition, such conduct may be reported to the Commonwealth Attorney for possible criminal prosecution.

The contracted Nursing staff and any subcontractors will be required to read and sign the Chesterfield County Sheriff's Office (CCSO) Non-Disclosure Agreement prior to beginning work with the CCJ Medical Unit.

- n. The contractor should provide any and all reports as requested on an "as needed" basis according to a schedule and format to be determined by the CCJ, including but not limited to:
  - i. Annual affirmation of appropriate credentialing of employees
  - ii. Breakdown of billing
  - iii. Quarterly detail of billing

## **B. Medical Assisting Services**

The medical assistant position should provide both clinical and clerical support to the Medical Unit staff at the CCJ. The position will be utilized to streamline inmate treatment by reducing workflow issues and maximizing skills and resources to avoid delays in medical treatment.

1. The medical assistant (MA) should have the following:
  - a. Skills in the use of various medical equipment to perform duties of the position
  - b. Ability to provide medical attention, emotional support, and/or personnel care to others
  - c. Basic knowledge of medical office management/clerical procedures and common office equipment
  - d. Knowledge of basic medical terminology and medical records management
  - e. Excellent personal computer skills to include word processing, spreadsheets, and typing forms and labels
  - f. Ability to perform basic mathematical calculations
  - g. Ability to prioritize and stay on task during distractions
  - h. Ability to proofread documents
  - i. Ability to follow oral and written directions
  - j. Ability to read



- k. Ability to establish and maintain an effective working relationship with others
2. Medical assistant services may include, but are not limited to, the following:
- a. Coordinating patient care information with physicians and nurses
  - b. Conducting patient history interviews, initial patient assessments including vital signs
  - c. Performing lab tests, using proper chain of custody, insuring preparation for pick-up and shipment to appropriate laboratory, interpreting TB test results, performing venipuncture and electrocardiograms
  - d. Helping in house and outpatient clinic appointments
  - e. Compiling, maintaining and printing reports
  - f. Providing clerical support functions to Medical Unit to include data entry, managing medical files and database, answering unit phones, etc.
  - g. Filing medical records
  - h. Recognizing and responding to emergencies when needed

### **C. Nursing Services**

Nursing services in a correctional facility require that the nurses be patient, compassionate and provide respectful care in a closed and locked facility. Nurses may be subject to verbal abuse by inmates. Nurses will need to identify possible manipulation by an inmate for services that may not be needed by the inmate. Nursing staff should provide prompt treatment to all inmates of the CCJ to include treatment of injuries, health problems and disease. Nurses will also need to safely administer medication to inmates and be available to handle any emergencies that may occur during the shift. This outsourced requirement may utilize the services of two types of nurses: Licensed Practical Nurses and Registered Nurses. Currently, the CCJ intends to procure only the services of LPNs. The services of RNs are an optional service at this point (See paragraph III.A.1.a.i.)

#### **1. Licensed Practical Nurses**

- a. LPNs should have the following knowledge, skills and abilities:
  - i. Good oral and written skills
  - ii. Working knowledge of medical terminology
  - iii. Ability to respond to medical situations and make rational and critical decisions
  - iv. Working knowledge of general pharmaceutical practices
- b. Nursing services provided by LPNs may include, but are not limited to, the following:
  - i. Assessing medical needs and complaints, arranging for care and consulting with the Medical Director and other physicians on medication and treatment plans
  - ii. Order and dispense medications along with documenting on the medication administration record (MAR)
  - iii. Triage and scheduling inmate/patient requests for Medical, Dental or Mental Health services

- iv. Reviewing initial medical/mental health screening form and documents/medications to identify any known or easily identifiable needs that require (possibly) urgent medical intervention
- v. Identify and review inmate/patient medications that are brought to the CCJ by family members and obtain approval from the physician
- vi. Provide both acute care and non-acute care to inmates who arrive at the CCJ with medical needs, including:
  - 1) The range of care of minor injuries and ailments
  - 2) Managing chronic conditions
  - 3) Withdrawal from alcohol, heroin and other drugs
- vii. Coordinate immunization and communicable disease information
- viii. Conduct medical intake history and physical exams that include ordering a Purified Protein Derivative (PPD) and /or chest x-ray, dental screening, and mental health screening
- ix. Conduct 14 day health and dental appraisals
- x. Phlebotomy and intravenous fluid resuscitations
- xi. Conduct and coordinate daily sick call clinics
- xii. Assist the Physician with minor surgical procedures
- xiii. Respond to medical emergencies whenever they may occur in the CCJ
- xiv. Treat and stabilize persons requiring emergent or urgent care and coordinate all emergency transfers to designated community provider hospitals with CCJ security staff
- xv. Document care/medications in inmate health records
  - 1) Documentation should be completed by the end of each shift utilizing the SOAP (Subjective, Objective, Assessment, Plan) documentation format
- xvi. Medication administration which consists of a medication cart that the nurse will wheel around to the various 22 housing units
  - 1) The cart has locked cabinet doors
  - 2) Only nursing staff has keys to these cabinets
  - 3) After identifying the inmate/patient utilizing their wristband, the medication is floated/dissolved in water and passed to the inmate/patient through an exterior door that has a pass through window
- xvii. Conduct preliminary Suicide Risk Assessment after which the Mental Health Crisis Team would be contacted by the nurse for further evaluation

## **2. Registered Nurses (RN)**

- a. RNs should have the following knowledge, skills and abilities:
  - i. General knowledge of professional nursing principles and techniques used in the assessment, care and treatment of inmate patients
  - ii. General knowledge of pathophysiology disease processes and application of treatment modalities as performed in the nursing care of inmate patients
  - iii. General knowledge of the uses and effects of medications used in the correctional practice setting
  - iv. General knowledge of principles and procedures of infection control in a high risk environment to minimize the risk of the transmission of communicable diseases

- v. General knowledge of principles of effective verbal, written and group communications to accurately and effectively communicate job related information
- vi. General knowledge of the operation, and use of standard medical equipment, laboratory tests and diagnostic procedures
- vii. General knowledge of quality assurance and/or utilization review audit and compliance activities
- viii. General knowledge of nutrition and personal hygiene as applied to patient care
- ix. Comprehensive knowledge of medical terminology used in the assessment, care and treatment of inmate patients
- x. Comprehensive knowledge of laws and regulations covering nursing practices as it relates to care and treatment of inmate patients
- xi. General knowledge of mental and behavioral characteristics of physically or mentally disabled inmate patients
- xii. General knowledge of substance abuse identification and treatment principles
- xiii. General knowledge of the use of computers, tablets, and Microsoft Office software components (i.e. Word, Excel, and Outlook)
- xiv. General knowledge in the use of Electronic Medical Records Systems
- xv. Skill to apply nursing principles and techniques to affect the best patient outcome
- xvi. Skills to assess, evaluate, and record symptoms and behavior to facilitate the nursing process and best patient outcome (i.e. Assessment and Documentation)
- xvii. Skill to plan, organize and provide clinical direction to other health care staff to enable the nursing care of inmate patients
- xviii. Skill to analyze situations accurately, including but not limited to nursing care, personal and/or custodial issues, to effectively provide recommendations and take effective action
- xix. Skill to maintain effective working relationships with health professional and others to create an environment that is conducive to carrying out the mission of the department in an effective manner
- xx. Skill to keep logs to ensure completion and efficiency of inmate patient care
- xxi. Skill to prepare reports to provide information and documentation to others
- xxii. Skill to communicate (verbal and written) effectively to direct the overall professional nursing services in a manner which encourages the open exchange of ideas and information
- xxiii. Skill to provide inmate patient education to promote wellness and empower inmate patients to actively participate in health management
- xxiv. Ability to lift various objects (i.e. equipment, records, inmate patients, etc.) weighing a minimum of 40 pounds to provide quality inmate patient care without compromising their health and well-being or that of their fellow employees or that of inmates
- xxv. Ability to bend, stoop, climb stairs, push, pull, twist, reach, balance, kneel, crouch, crawl, taste, smell, and briskly walk (minimum of 50 yards) to provide direct inmate patient care

- xxvi. Ability to utilize medical and/or custodial personal protective equipment for the safety of oneself and others
  - xxvii. Ability to interview patients to elicit a health history, symptoms and/or complaints
  - xxviii. Ability to clinically assess the basic health status of a patient
  - xxix. Ability to develop, implement and evaluate a nursing care plan
  - xxx. Ability to prepare and maintain medical records, charts and reports both hard copy and electronically
  - xxxi. Ability to follow verbal and written instructions
  - xxxii. Ability to observe and evaluate conditions, reactions and changes in the physical and mental condition of patients
  - xxxiii. Ability to deal effectively with personnel and staffing issues
  - xxxiv. Ability to set priorities and make judgments regarding case load
- b. Nursing services provided by RNs may include, but are not limited to, the following:
- i. Provide and monitor direct inmate/patient care
  - ii. Assist physician with sick call
  - iii. Provide Intake Triage screening and perform new committal history and physical
  - iv. Draw blood as required by doctor and/or court orders
  - v. Conduct screening of those with health complaints
  - vi. Prepare and administer prescribed medications
  - vii. Initiate emergency interventions and take first aid measures
  - viii. Maintain a good working relationship with facility staff, nursing staff, contract providers and outside provider agencies
  - ix. Act as a inmate/patient advocate that promotes the quality of health care delivered in the facility and serve as a leader at all times to promote best practices within the profession of nursing
  - x. Initiate and document prescribed protocol treatment in compliance with CCJ policies and procedures
  - xi. Perform other nursing duties as necessary

## **D. Qualifications, Staffing and Training**

### **1. Qualifications**

The contractor will employ appropriately qualified, licensed and trained staff to perform the required services of providing medical care to the inmates of the CCJ.

- a. Any service provider offered by the contractor should meet the following requirements
  - i. Medical Assistants: 1) Graduated from a recognized Medical Assisting program, 2) Minimum of one (1) year of experience within the last three years as an Medical Assistant in a setting similar or equivalent to the position assigned, correctional experience preferred, and 3) Certification as a Medical Assistant

- ii. Licensed Practical Nurses: 1) Graduated from a recognized nursing program, 2) Minimum one (1) year experience within the last three years as a Licensed Practical Nurse rendering direct patient care in a setting similar or equivalent to the position assigned, correctional experience preferred, and 3) Licensure as a Practical Nurse by the Virginia Board of Nursing or possession of a multi-state license which recognizes as a Nurse Licensure Compact
  - iii. Registered Nurses: 1) Graduate from a recognized nursing program; 2) Minimum one (1) year experience within the last three years as a Registered Nurse rendering direct patient care in a setting similar or equivalent to the position assigned, correctional experience preferred, and; 3) Licensure as a Registered Nurse by the Virginia Board of Nursing or possession of a multi-state license which recognizes as a Nurse Licensure Compact
- 2. Tuberculosis screening completed within the 12 month period preceding the start of the service assignment. The certificate shall state the person is free of communicable tuberculosis.
- 3. All licenses and certifications shall be kept current through the entire contract term, including renewals. Documentation of all licenses and certifications is required within three (3) days after being requested by the County.
  - a. The documents should be received for each assigned personnel by the Medical Director and the Nursing Supervisor, or designee, and be kept on file for the term of the contract.
  - b. The contractor should establish policies and procedures to verify all medical personnel maintain current licenses, registrations or certifications as required by the Federal and State law and ensure that no restrictions exist on licenses and certifications.
  - c. The contractor should ensure that staff are in compliance with the Virginia continued competency requirement guidelines set forth by the Virginia Board of Nursing.
- 4. Staffing
  - a. The Contractor should provide qualified LPN, RN, Medical Assistant staff in sufficient quantity to meet the clinical needs of the inmates and to maintain the resources necessary to efficiently and effectively deliver nursing care of a quality consistent with the community and the national nursing care standards.
    - i. The contractor should provide, nursing staff coverage 24 hours per day, 7 days per week, 365 days per year to include weekends and holidays
  - b. The contractor should, at a minimum, continue the present staffing pattern in Attachment B which consists of (1) Nurse Supervisor, (1) Medical Assistant and (2) LPN's on site at the Jail from 6:00 a.m. - 4:30 p.m. Monday through Friday; (2) LPN's on site from 11:30 a.m. - 10:30 p.m. Monday through Friday and (1) LPN on site from 10:00 p.m. - 6:30 a.m. Monday through Friday. The Friday night

Nurse will be provided by the contractor at the start of the contract. On Saturday and Sunday and (11) County holidays there are (2) LPN's on site from 6:00 a.m. - 4:30 p.m., (2) LPN's on site from 11:30 a.m. - 10:30 p.m. and (1) LPN on site from 10:00 p.m. - 6:30 a.m. The County's desired staffing schedule is reflected in Attachment C. The offeror should submit their proposed staffing pattern in Attachment D.

## 5. Training

- a. Contractor should ensure that staff maintains current Cardiopulmonary Resuscitation (CPR), Automatic External Defibrillator (AED) and First Aid training certificates and the ability to carry out such procedures for the initial contract term and any renewals thereof.
  - i. The contractor should maintain training certificates and should provide documentation of such to the CCJ Medical Director, or designee upon completion
- b. Contractor should ensure that staff maintain Prison Rape Elimination Act (PREA) training.
  - i. PREA training will be provided by CCJ. The contractor should ensure that staff attends training provided at the CCJ
  - ii. The contractor should maintain training certificates and should provide documentation of such to the CCJ Medical Director, or designee upon completion, initially and annually
- c. Crisis Intervention Training (CIT) will be provided by the County and scheduled at the County's discretion.
  - i. The contractor should maintain training certificates and should provide documentation of such to the CCJ Medical Director, or designee upon completion
  - ii. It is incumbent on the contractor to pay staff during the staff's attendance at the training and to cover staff's absence on the schedule
- d. The County may require additional training to comply with the CCJ requirements.

## E. County Responsibilities

1. Perform background checks.
2. Provide CCJ Orientation classes.
3. Provide Crisis Intervention Training and Prison Rape Elimination Act classes.
4. Provide the contractor staff with the equipment, as deemed necessary, by the CCJ, to provide the requested services. Any and all tools and containers shall be inventoried before entering and leaving the facility and are subject to search by the CCJ security staff at any and all times while on Chesterfield County Sheriff's Office facility grounds.

## IV. INSTRUCTIONS

### A. Submission and Receipt of Proposals

1. Submittals, an ORIGINAL, so marked and four (4) copies, so marked for a total of five (5) copies of your proposal document marked RFP # 16-1522, "Nursing Services, Correctional for Chesterfield County Jail" will be received no later than 5:00 p.m., Local Time Prevailing, on September 22, 2016, in:  
  
Chesterfield County Purchasing Department  
9901 Lori Road  
Lane B. Ramsey Building, 3<sup>rd</sup> Floor, Room 303  
P.O. Box 51  
Chesterfield, Virginia 23832-0001  
Monday-Friday 8:30 a.m. – 5:00 p.m.
2. Should you decide to utilize an express delivery service, please note that we are located at the intersection of Ironbridge Road (State Route 10) and Lori Road.
3. Mark the outside of the envelope with RFP# 16-1522 and proposal subject, "Nursing Services, Correctional for Chesterfield County Jail".
4. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Paragraph A of the instructions. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
5. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to the next regular business day at the same time.
6. If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.
7. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
8. Any proposal submitted **MUST** include the cover sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature will not be considered.

9. Proposals shall not be accepted via fax or E-mail.
10. For information pertaining to the decision to award and/or award on this procurement transaction, offerors may access public notification electronically at [www.chesterfield.gov/purchasing](http://www.chesterfield.gov/purchasing)

## **B. Submittal Format**

In order to facilitate the analysis of responses to this RFP, offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for Chesterfield County.
3. Chesterfield County encourages proposals that provide innovative alternatives to addressing the County's existing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
4. Detailed Submittal Format
  - a. Introduction letter, signed cover sheet, Attachment A – Virginia State Corporation Commission (SCC) Registration Information form, and addenda acknowledgement, if applicable.
  - b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the offeror including name, address, telephone number and e-mail address.
  - c. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work/Specifications. Clearly state your ability to meet or exceed the requested services. Offerors should address similar projects implemented in the last 24 months. Offerors should describe operations and program administration and how they will support service implementation. Additionally, offerors should include plans for managing staff, training, and technical assistance. Attachment D should be completed to reflect the offeror's proposed staffing plan.
  - d. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting the County's needs to include experience administering similar contracts for government entities. The response should



address firm's size, structure, and number of years in business. Offerors should include a detailed organizational chart identifying individuals and their titles. Offerors should also provide three years of detailed financial statements.

- e. Key Individuals – The offeror should provide a list of key individuals to be assigned to the County's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
- f. References - All offerors should include a list of a minimum of three (3) references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The County reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of the County.

- C. Pre-Proposal Conference (Non-Mandatory):** A **non-mandatory** pre-proposal conference will be held on September 1, 2016 at 2:00 p.m. The conference will be held at: the County of Chesterfield Community Development Building, 9800 Government Center Parkway, Chesterfield Virginia 23832 Rooms 152A and 152B.

Attendance is encouraged; however, it is not mandatory in order for your proposal to be considered for award.

- D. Site Visits – Non-Mandatory:** Offerors submitting proposals who wish to make site visits in conjunction with this solicitation are encouraged to attend a site visit at the Chesterfield County Jail. The site visit will be held at the Chesterfield County Jail on September 1, 2016 immediately following the pre-proposal conference. Anyone desiring to attend the site visit at the Jail must have a valid picture identification. Please note: Weapons and cell phones are not permitted inside the Jail.

Attendance is encouraged; however, it is not mandatory in order for your proposal to be considered for award.

## **V. GENERAL TERMS AND CONDITIONS**

- A. Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at: [www.chesterfield.gov/purchasing](http://www.chesterfield.gov/purchasing). Each offeror is responsible for obtaining all addenda posted at the Purchasing Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and

appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.

- C. **Assignment of Contract:** The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
- D. **Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges and compliance related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
- E. **Change Orders:** Change orders must be approved by the County prior to work being performed.
- F. **Commitment to Diversity and Chesterfield Businesses:** Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of

Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (*Code of Virginia* 2.2-4310)

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia* 2.2-4310)

- G. Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- H. Contractor's Authorization To Transact Business:** In accordance with §2.2-4311.2 of the *Code of Virginia*, any offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law, shall include in its proposal statement describing why the offeror is not required to be so authorized. This information shall be provided on the attached form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the proposal. The

Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. **SEE ATTACHMENT A.**

- I. **Copyrights and Patent Rights:** The offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- J. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- K. **Drug Free Workplace:** (*Code of Virginia 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- L. **Employment Discrimination:** (*Code of Virginia 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.

1. During the performance of the contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age,

disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- M. Environmental Management Procedures:** The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation. For work done for the County, the Contractor must also meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information regarding environmental requirements for the County, please contact Chesterfield County's General Services – Environmental Division at (804) 717-6531. For questions regarding environmental requirements for the Chesterfield County Public Schools, please contact Environmental Health and Safety at (804) 318-8048.
- N. ePayables:** Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804) 748-1673 with questions.
- O. Faith-Based Organizations:** (*Code of Virginia 2.2-4343.1*) Chesterfield County does not discriminate against faith-based organizations.
- P. Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
- Q. Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.

- R. **Illegal Aliens:** (*Code of Virginia* 2.2-4311.1) The Contractor agrees that he does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- S. **Indemnification:** The Contractor shall hold harmless and indemnify the County, the School Board, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.
- T. **Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.
- U. **Online Terms of Service:** The offeror shall submit Terms of Service with the proposal for any online activity (i.e., hosted, online, portal, website, support site, etc.) that are required to use or support the product or service being provided.
- V. **Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.

Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:

1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
  2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- W. **Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
  - X. **Proprietary Information:** Section 2.2-4342(F) of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.

- Y. Quality Initiative:** In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the National Baldrige Criteria for Performance Excellence in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's quality initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to Requests for Proposal.

The County's quality initiative is led by front line workers, supervisors, department directors, and the County's Leadership Team. Their intensive involvement in improvement demonstrates the county's commitment to its values and principles.

The quality initiative includes guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of these quality initiatives demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the quality initiative. The County's organizational values center on customer focus, ethical behavior, teamwork, leadership, continuous improvement, open communications, employee involvement, progressive thinking, and data driven decisions. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

The County's definition of quality improvement: Quality Improvement is the employee, customer, and team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.

Chesterfield County's Quality System Mission Statement: Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.

- Z. References:** If requested, the offeror shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by offerors. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the offeror.
- AA. Schools:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County Public Schools.
- BB. Sensitive Information Handling:** Any information in the possession of the County/Schools which is specific to an employee, student, citizen, County/School business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County/Schools facilities. Any Sensitive Information which must reside temporarily on a hard drive or

portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County/Schools facility, or utilize strong encryption methods such as AES with a minimum key size of 128, but a preference for 256 or higher. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (County) or Director of Technology (Schools). Any access to County/Schools information by contract workers from outside the County/Schools intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/County Information Security Manager and Chief Information Officer or designees.

**CC. Taxes:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal.

**DD. Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.

**EE. Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:

1. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
2. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.



- FF. Vendor Rewards/Gift Programs:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
- GG. Waiver of One Breach Not Waiver of Others:** No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

## **VI. SPECIAL TERMS AND CONDITIONS**

### **A. Access to County Property:**

Contractor's employees are restricted to those areas to which they have been assigned to work and are not authorized to roam in other areas of the building.

### **B. Contract Term/Contract Renewal/Contract Extension**

#### **1. Contract Term**

The initial term of this contract shall be effective from date of contract execution for a period of one year.

#### **2. Contract Renewal**

This contract may be renewed by the County for four one year periods under the terms and conditions of the original contract except as stated in subsections a and b below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

- a. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the "Other Services (CUUR0000SAS367 and CUUS0000367)" category of the All Urban Consumers section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/ppi> or <http://www.bls.gov/cpi>
- b. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of "Other Services

(CUUR0000SAS367 and CUUS0000367)” category of the All Urban Consumers section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/ppi> or <http://www.bls.gov/cpi>

### 3. Contract Extension

The County has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

- C. Cooperative Procurement:** This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 of the *Code of Virginia*, as amended. If agreed to by the Contractor, other public bodies may utilize this contract, except for 1) contracts for architectural and engineering services; or, 2) construction contracts. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- D. Insurance Requirements:** **The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the proposal.**

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract. All insurance carriers shall waive any and all subrogation against the County, and it shall be the responsibility of the Contractor/the Contractor's insurance professional to ensure compliance with this requirement.

The Contractor's insurance coverage shall be primary and non-contributory to any

program of insurance or self-insurance that the County may or may not have in force, and the insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage must be Broad Form and include Products & Completed Operations, Bodily Injury, Property Damage and Contractual Liability
2. Workers' Compensation: Virginia Statutory limits including Employers Liability limits of \$100,000 each accident, \$100,000 each disease-each employee, and \$500,000 policy limit
3. Professional Liability/Medical Malpractice Liability - \$2.25 million per occurrence/claim, \$6.75 million aggregate. Limits of coverage shall be increased during the initial and subsequent terms of the contract to equal the amount recoverable in certain medical malpractice actions in accordance with Section 8.01-581.15 of the Code of Virginia. If the policy is written on a "Claims-Made" basis, a Supplemental Extended Reporting Period shall be purchased with a time limit not less than three (3) years in the event this policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the need to purchase a Supplemental Extended Reporting Period during the life of this Contract or thereafter. The Successful Offeror shall be solely responsible for any self-insured retention and/or deductible, including additional premium for the Supplemental Extended Reporting Period option.
4. Umbrella Liability in excess of Commercial General Liability and Automobile Liability \$1,000,000 per occurrence and in the aggregate. Such umbrella or excess policy shall provide substantially the same coverage as the underlying Commercial General Liability (including the County as an additional insured), Business Automobile Liability or Employers' Liability insurance and shall expressly provide that the umbrella or excess liability will drop down over a reduced or exhausted aggregate limit of the underlying insurance.

An insurance certificate shall be provided as evidence of the required insurance. The insurance certificate:

- a. Chesterfield County and its elected and appointed officials, including the Sheriff of Chesterfield County, and their employees, volunteers and agents shall be named as an additional insured under the commercial general liability coverage. If the general liability and professional/medical malpractice coverage is provided under the same policy the additional insured shall only apply to the general liability coverage

Additional insured status applies to all work of the named insured performed on the behalf of the County of Chesterfield for this policy period.

- b. Must reflect that the policies are endorsed to require no less than 30 days notice of cancellation or other change in coverage to the County;
- c. Must have an authorized signature;
- d. The Certificate Holder should be listed as:  
Chesterfield County  
c/o Purchasing Department  
P.O. Box 51  
Chesterfield, VA 23832-0001

**E. Licenses, Permits, and Fees:** All bids submitted shall have included in the price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.

**F. Protection of County Data:** The Contractor shall maintain efficient and effective processes in place to approve access requests to systems containing County data, shall promptly remove access upon relevant personnel actions (hire, termination, transfer, contract ending, etc.), and shall monitor access accounts for dormant or inactive accounts. The Contractor shall utilize encryption technologies to ensure County data in any form cannot be compromised in any way if the data was sniffed, hi-jacked, lost, stolen, or otherwise compromised.

The Contractor shall utilize secure mailing services for sensitive media such as certified courier systems, WINZip or PGP Password Protected files, Secure FTP or other such industry secure transmission methods.

The Contractor shall ensure that any media identified for disposal shall have all County data erased, whether by degaussing activities, file re-write, physical destruction of the media (shattering), or other such information technology industry approved disposal methods.

The Contractor shall notify the County of an incident immediately as soon as it is known that County data potentially has been exposed or compromised.

**G. Subcontracts:** No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract and compliance with applicable General Terms and Conditions (including, without limitation, the non-discrimination and drug-free workplace provisions).

## **VII. EVALUATION CRITERIA**

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations. Individual criteria have been assigned a weight to reflect relative importance.

Criteria	Weights
1. Demonstrated understanding of the requirements for this RFP.	20
2. Qualifications and experience of the company.	20
3. Viability of the recruiting plan and staffing plan to meet requirements of the RFP.	25
4. Ability of the company to provide staff that meets the requirements of this RFP.	35

## **VIII. AWARD PROCEDURE**

The County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the County may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this paragraph above, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the County may award contracts to more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

## **ATTACHMENT A - Virginia State Corporation Commission (SCC) Registration Information**

**The offeror shall check one of the following. The offeror is:**

☐ a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ **-OR-**

☐ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

☐ an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers): ☐

**Attachment B – Staffing (Current Work Schedule) Matrix**

<b>Chesterfield County Jail</b>								ADP	320
<b>Week 1</b>									
<b>Position</b>	<b>Sat</b>	<b>Sun</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Hrs/Wk</b>	
<b>Day Shift (6:00 am – 4:30 pm)</b>									
Medical Director			8	8	8	8	8		
Nursing Supervisor (RN)			8	8	8	8	8		
Clinic - LPN (1)	10	10			10	10			
Clinic – LPN (2)	10	10			10	10			
Clinic – LPN (3)			10	10	10		10		
Clinic – LPN (4)			10	10		10	10		
Medical Assistant			8	8	8	8	8		
<b>Evening Shift (11:30 am – 10:00 pm)</b>									
Clinic – LPN (1)	10	10			10	10			
Clinic – LPN (2)			10	10		10	10		
Night Shift Clinic – LPN (2)							10		
<b>Night Shift (8:00 pm – 6:30 am)</b>									
Clinic – LPN (1)	10	10				10			
Clinic – LPN (2)			10	10	10				

<b>Chesterfield County Jail</b>								ADP	320
<b>Week 2</b>									
<b>Position</b>	<b>Sat</b>	<b>Sun</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Hrs/Wk</b>	
<b>Day Shift (6:00 am – 4:30 pm)</b>									
Medical Director			8	8	8	8	8		
Nursing Supervisor (RN)			8	8	8	8	8		
Clinic - LPN (1)			10	10		10	10		
Clinic – LPN (2)			10	10	10		10		
Clinic – LPN (3)	10	10			10	10			
Clinic – LPN (4)	10	10			10	10			
Medical Assistant			8	8	8	8	8		
<b>Evening Shift (11:30 am – 10:00 pm)</b>									
Clinic – LPN (1)			10	10		10	10		
Clinic – LPN (2)	10	10			10	10			
Night Shift Clinic – LPN (1)							10		
<b>Night Shift (8:00 pm – 6:30 am)</b>									
Clinic – LPN (1)			10	10	10				
Clinic – LPN(2)	10	10			10	10			

\*Shaded areas are off days. \*Medical Director and Nursing Supervisor will remain County Employees

County Holidays

*New Year's Day	Memorial Day	*Veterans Day	*Christmas Eve
Lee-Jackson Day	*Independence Day	Thanksgiving Day	*Christmas Day
Martin Luther King Jr. Day	Labor Day	Day After Thanksgiving Day	

\*Fluctuating Holidays (Celebrated on a calendar date rather than a fixed day of the week)

If the holiday falls on a Saturday, the Friday preceding the holiday will be observed. If the holiday falls on a Sunday, the Monday following the holiday will be observed.

**Attachment C – Staffing (Desired Work Schedule) Matrix**

<b>Chesterfield County Jail</b>								ADP	320
<b>Week 1</b>									
<b>Position</b>	<b>Sat</b>	<b>Sun</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Hrs/Wk</b>	
<b>Medical Director (M-F 8:30-5:00)</b>									
<b>Nursing Supervisor (RN) (M-F 8:30-5)</b>									
<b>Day Shift (7:00 am – 7:30 pm)</b>									
<b>Clinic - LPN (1)</b>	7A	7A			7A	7A			
<b>Clinic – LPN (2)</b>	7A	7A			7A	7A			
<b>Clinic – LPN (3)</b>			7A	7A			7A		
<b>Clinic – LPN (4)</b>			7A	7A			7A		
<b>Medical Assistant</b>			8	8	8	8	8		
<b>Evening Shift (10:00 am – 10:30 pm)</b>									
<b>Clinic – LPN (1)</b>	10	10			10	10			
<b>Clinic – LPN (2)</b>			10	10			10		
<b>Night Shift (7:00pm – 7:30am)</b>									
<b>Clinic – LPN (1)</b>	7P	7P			7P	7P			
<b>Clinic – LPN (2)</b>			7P	7P			7P		
<b>Intake Nurse (7:00am – 7:30pm)</b>									
<b>Intake Nurse 1</b>	7A	7A			7A	7A			
<b>Intake Nurse 2</b>			7A	7A			7A		

<b>Chesterfield County Jail</b>								ADP	320
<b>Week 2</b>									
<b>Position</b>	<b>Sat</b>	<b>Sun</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Hrs/Wk</b>	
<b>Medical Director (M-F 8:30-5:00)</b>									
<b>Nursing Supervisor (RN) (M-F 8:30-5)</b>									
<b>Day Shift (7:00am – 7:30pm)</b>									
<b>Clinic - LPN (1)</b>			7A	7A			7A		
<b>Clinic – LPN (2)</b>			7A	7A			7A		
<b>Clinic – LPN (3)</b>	7A	7A			7A	7A			
<b>Clinic – LPN (4)</b>	7A	7A			7A	7A			
<b>Medical Assistant</b>			8	8	8	8	8		
<b>Evening Shift (10:00am– 10:30 pm)</b>									
<b>Clinic – LPN (1)</b>				10			10		
<b>Clinic – LPN (2)</b>	10	10			10	10			
<b>Night Shift (7:00pm – 7:30am)</b>									
<b>Night Shift Clinic – LPN (1)</b>			7P	7P			7P		
<b>Night Shift Clinic – LPN (2)</b>	7P	7P			7P	7P			
<b>Intake Nurse (7:00am – 7:30pm)</b>									
<b>Intake Nurse 1</b>			7A	7A			7A		
<b>Intake Nurse 2</b>	7A	7A			7A	7A			

\*Medical Director and Nursing Supervisor will remain County Employees



**Attachment D – Staffing (Proposed Work Schedule) Matrix**

<b>Chesterfield County Jail</b>								ADP	320
<b>Week 1</b>									
<b>Position</b>	<b>Sat</b>	<b>Sun</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Hrs/Wk</b>	
Medical Director (M-F 8:30-5:00)									
Nursing Supervisor (RN) (M-F 8:30-5)									
<b>Day Shift</b>									
Clinic - LPN (1)									
Clinic – LPN (2)									
Clinic – LPN (3)									
Clinic – LPN (4)									
Medical Assistant									
<b>Evening Shift</b>									
Clinic – LPN (1)									
Clinic – LPN (2)									
<b>Night Shift</b>									
Clinic – LPN (1)									
Clinic – LPN (2)									
<b>Intake Nurse</b>									
Intake Nurse 1									
Intake Nurse 2									
<b>Chesterfield County Jail</b>									
<b>Week 2</b>									
<b>Position</b>	<b>Sat</b>	<b>Sun</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Hrs/Wk</b>	
Medical Director (M-F 8:30-5:00)									
Nursing Supervisor (RN) (M-F 8:30-5)									
<b>Day Shift</b>									
Clinic - LPN (1)									
Clinic – LPN (2)									
Clinic – LPN (3)									
Clinic – LPN (4)									
Medical Assistant									
<b>Evening Shift</b>									
Clinic – LPN (1)									
Clinic – LPN (2)									
<b>Night Shift</b>									
Night Shift Clinic – LPN (1)									
Night Shift Clinic – LPN (2)									
<b>Intake Nurse</b>									
Intake Nurse 1									
Intake Nurse 2									

\*Medical Director and Nursing Supervisor will remain County Employees